

Case Number: CIV. 08-
Name of Document: Complaint
Page 2

3. This action arises, in whole or in part, out of a contractual agreement between the parties and the acts and omissions of OTR, all of which occurred in Sioux Falls, South Dakota, therefore venue and personal jurisdiction over this Defendant is proper in this judicial district.

4. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332, and the amount in controversy of this dispute exceeds \$75,000.00.

5. On or about October 10, 2007, AngloGold contacted OTR in order to purchase loader tires for its operations in Ghana. The parties entered into an agreement whereby AngloGold agreed to purchase four (4) off the road specialty loader tires from OTR for the total price of \$116,000.00. Attached as Exhibit A, and incorporated herein by this reference, is a true and complete copy of the Purchase Order for the tires ordered by AngloGold.

6 AngloGold paid a deposit to secure the tires, as per the agreement, and this deposit was paid on or around November 8, 2007. OTR further received full payment for the tires in January of 2008.

7. On or about March 10, 2008, OTR notified AngloGold that it had secured four tires pursuant to the Purchase Order.

8. Since that time, OTR has failed to supply and deliver the tires as ordered and paid for by AngloGold.

Case Number: CIV. 08-
Name of Document: Complaint
Page 3

9. Despite several attempts by AngloGold to work with OTR regarding location, delivery and shipment of the tires, OTR failed to supply and deliver the tires to AngloGold.

10. As a result, on or about April 14, 2008, AngloGold gave written notice to OTR that it was canceling the contract for the tires and gave written demand for a full refund of all monies paid to OTR by AngloGold.

11. Despite several demands by AngloGold, OTR has not returned the monies paid by AngloGold.

12. As a result of OTR's failure to supply and deliver the tires as promised, AngloGold has been forced to pursue purchasing the four (4) off the road specialty loader tires from a different vendor.

COUNT ONE - BREACH OF CONTRACT

13. Paragraphs 1 through 11 are incorporated herein as though fully set forth.

14. AngloGold entered into an agreement with OTR whereby OTR agreed to sell, and AngloGold agreed to pay for, the tires as identified in Exhibit A.

15. AngloGold fully performed its obligations under the agreement by paying OTR the full the amount owed in Exhibit A.

16. OTR accepted AngloGold's monies and negotiated AngloGold's checks in the total amount of \$116,000.00.

Case Number: CIV. 08-
Name of Document: Complaint
Page 4

17. OTR failed to deliver the four specialty tires identified in Exhibit A as agreed to and promised.

18. OTR breached its agreement with AngloGold by failing or refusing to deliver and supply the tires identified in Exhibit A.

19. As a result of OTR's failure to honor its obligations to supply the tires and because OTR has not refunded AngloGold in full all monies paid, AngloGold has been forced to retain counsel and commence this action. Accordingly, AngloGold has incurred attorneys' fees and other costs which it would not have incurred had OTR honored its obligations to AngloGold.

20. As a result of OTR's breach of agreement, AngloGold has been damaged in the amount of \$116,000.00, plus prejudgment interest from the date of filing of this Complaint until the date judgment is entered, and AngloGold is entitled to recover damages, including but not limited to, incidental and consequential damages, under SDCL §§ 57A-2-711, 57A-2-713, and 57A-2-715.

COUNT TWO - CONVERSION

21. AngloGold incorporates paragraphs 1 through 20 of this Complaint as though fully set forth herein.

22. AngloGold fully performed all of its obligations under the parties' agreement.

Case Number: CIV. 08-
Name of Document: Complaint
Page 5

23. OTR has failed or refused to supply and deliver the tires paid for in full by AngloGold, yet OTR continues to exercise dominion and control over the monies paid to it by AngloGold in a manner that is inconsistent with the rights of AngloGold.

24. OTR has wrongfully deprived AngloGold of its rightful possession of the \$116,000.00 by keeping the monies for its own personal gain.

25. As a direct and proximate result of OTR's actions, AngloGold has been wrongfully dispossessed of \$116,000.00, together with interest, and attorneys' fees.

26. AngloGold is entitled to judgment in the amount of \$116,000.00, plus prejudgment interest from the date of filing of this Complaint until the date judgment is entered.

COUNT THREE - UNJUST ENRICHMENT

27. AngloGold incorporates paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. OTR has failed or refused to supply and deliver the tires paid for in full by AngloGold as agreed and promised, and has refused to return all monies paid to OTR by AngloGold.

29. OTR has wrongfully deprived AngloGold of its rightful possession of the \$116,000.00 and has used the money to its own personal gain.

30. To the extent that OTR has exercised possession and control over the monies paid to it by AngloGold, and to the extent that OTR continues to or has used these

Case Number: CIV. 08-
Name of Document: Complaint
Page 6

monies to its own personal gain, OTR has been unjustly enriched to the detriment of AngloGold.

31. To avoid further unjust enrichment of OTR, the Court should order that OTR pay AngloGold \$116,000.00, plus prejudgment interest from the date of filing of this Complaint until the date judgment is entered.

WHEREFORE, AngloGold Ashanti respectfully prays as follows:

1. That OTR be ordered to return and refund AngloGold all monies paid to OTR, including but not limited to the purchase price of \$116,000.00, and that judgment be entered against OTR, Inc. and in favor of AngloGold Ashanti in that amount;

2. That AngloGold be awarded incidental and consequential damages caused by OTR's actions;

3. For an award of costs, expenses, disbursements and attorneys' fees to the extent permissible;

4. That AngloGold be awarded prejudgment interest as allowed by law; and

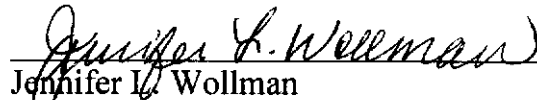
5. Any other relief that the Court deems just and proper.

Case Number: CIV. 08-
Name of Document: Complaint
Page 7

Dated this 28th day of May, 2008.

WOODS, FULLER, SHULTZ & SMITH P.C.

By


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